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**AGREEMENT BY AND BETWEEN
THE INCORPORATED VILLAGE OF KINGS POINT
&
THE KINGS POINT PATROLMEN'S BENEVOLENT ASSOCIATION,
INC.**

JUNE 1, 2002 – MAY 31, 2005

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT made between the INCORPORATED VILLAGE OF KINGS POINT, hereinafter designated as "the Village" and KINGS POINT PATROLMEN'S BENEVOLENT ASSOCIATION, INC., hereinafter designated as "the Association."

WHEREAS, the Association is the exclusive bargaining agent for certain police officers in the Police Department of the Village; and

WHEREAS, the Village and the Association desire to enter into a contract of employment with respect to said officers;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the parties agree to the following terms and conditions of employment applicable to employees in the negotiating unit designated in the "Certificate of Representative and Order to Negotiate" issued by the Public Employment Relations Board, hereinafter designated as PERB, on April 23, 1971.

ARTICLE 1 – TERM OF CONTRACT

The term of the contract shall be three (3) years, commencing June 1, 2002 and expiring May 31, 2005. All terms and conditions hereof shall be retroactive to the commencement date unless otherwise specified.

ARTICLE 2 – THE ASSOCIATION

The Association has been duly certified as the negotiating representative of the negotiating unit by an order of PERB dated April 23, 1971. The Village recognizes the Association as the exclusive and unchallenged negotiating representative for collective negotiations with respect to rates of pay, salaries, hours and other terms and conditions of employment for all of the employees in the negotiating unit for the period of this Agreement. The term employee when used herein shall mean employee in the negotiating unit.

ARTICLE 3 – THE VILLAGE

Except as limited by this Agreement, the Village reserves the right to determine the standards of service to be offered by its various departments and the employees thereof; to set the standards of selection for employment; to direct its

employees; to regulate work schedules, to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means, and personnel by which governmental operations are to be conducted; to determine the content of job classification, to take all necessary actions to carry out its mission in emergencies and to exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 4 – ASSOCIATION ACTIVITIES

A. Both parties mutually agree that:

(1) There shall be no interference with the right of employees to become or continue as members of the Association.

(2) There shall be no discrimination, restraint or coercion against any employee because of membership in or lawful activities on behalf of the Association.

(3) There shall be no intimidation or coercion of employees into joining the Association or continuing their membership therein.

(4) There shall be no Association activity on Village time except as set forth herein.

(5) There shall be no strike, or other concerted stoppage of work or slowdown by any employee; nor shall any officer or representative of the Association authorize, instigate, aid, or condone any such activity.

B. Authorized Deductions:

(1) The Village agrees to make payroll deductions for Association membership dues from employees who have signed authorization cards in accordance with Sections 93 and 93-b of the General Municipal Law and Article 14 of the Civil Service Law.

(2) The Village will provide for an agency shop fee deduction provided that: (a) the Association certifies to the Village that it has established refund plan pursuant to subdivision three of section 208 of the Civil Service Law,

June 3, 2003

(b) the Association furnishes a list to the Village of those employees subject to such deduction, and (c) the Association indemnifies and holds the Village harmless for any lawsuits or causes of action of any kind, including attorneys fees in connection with the making of agency shop fee deductions by the Village.

ARTICLE 5 – BASIC WORKWEEK AND TOUR OF DUTY

A. The monthly work schedule for all employees who work rotating tours of duty shall be two (2) days on duty and three (3) days off duty. A tour of duty shall be twelve hours, from 7:00 a.m. to 7:00 p.m. (day tour) or 7:00 p.m. to 7:00 a.m. (night tour).

B. Officers scheduled to work the 7:00 a.m. to 7:00 p.m. tour will work that tour for four months then they will work the 7:00 p.m. to 7:00 a.m. tour for two months. Officers scheduled to work the 7:00 p.m. to 7:00 a.m. tour will work that tour for four months then they will work the 7:00 a.m. to 7:00 p.m. tour for two months. In addition to the above rotation, the Village reserves the right to rotate for disciplinary purposes or to accommodate court appearances other than Kings Point Village Court. Tour assignments will be made by the Police Commissioner. Seniority will be the determining factor when practical. The Police Commissioner shall retain the right to make and change tour and/or squad assignments, so long as s/he does not act in doing so in an arbitrary and capricious manner.

C. The Village shall assign six supplemental tours a year to each employee. An employee has the option of reducing the six supplemental tours a year by reducing his vacation by six days or less at the beginning of the year. If the reduction is less than six days the Village will assign the remaining days as supplemental tours.

D. Employees shall not work consecutive tours. Employees shall not work more than four (4) tours on four (4) consecutive days. Tour swaps may only be made subject to the approval of the Commissioner or his/her designee. There will be a minimum of eight (8) hours off between scheduled tours. If overtime results in a scheduled tour beginning less than eight (8) hours after a prior tour, the employee(s) shall be granted the necessary hours off from the beginning of the scheduled tour without loss of pay.

E. Every employee will attend training or other specific assignment up to a maximum of twenty-four hours a year in addition to the duty chart tours.

F. An employee shall be entitled to a one sixty (60) minute meal period and two thirty (30) minute breaks on each tour.

G. All matters concerning duty charts and duty assignments shall be within the sole discretion of the Board of Police Commissioners.

H. Off-Duty Employment. No officer will work any other job eight (8) hours before or after a scheduled tour. Officers will annually submit in writing on the form attached all outside employment, which must be approved by the Commissioner.

ARTICLE 6 – OVERTIME

A. Daily overtime shall be paid when an employee works more than twelve (12) hours in a day.

B. The “two days on, three days off” schedule results in regular workweeks of either 24, 36 or 48 hours. Weekly overtime shall be paid when employees work more than the 24, 36 or 48 hours for which they are scheduled, with the following exceptions:

(1) Employees working a supplemental tour as defined in Article 5, Section C shall be paid at straight time for hours worked on that tour, and the hours shall not be counted in determining whether the 24, 36 or 48 hour workweek has been exceeded.

(2) Employees on training assignment as defined in Article 5, Section E shall be paid at straight time for hours worked on that assignment, and the hours shall not be counted in determining whether the 24, 36 or 48 hour workweek has been exceeded.

C. The Village has the right to order an employee to perform overtime.

D. Overtime shall be compensated in either of two ways: paid overtime compensation or compensatory time.

(1) Paid overtime compensation shall be at the rate of time and a half for each hour of overtime worked

(2) Compensatory time shall be credited at the rate of time and a half for each hour of overtime worked.

(3) An employee shall have the option of choosing paid overtime compensation or compensatory time provided compensatory time accumulation does not exceed three hundred (300) hours. Such option shall be exercised by the employee notifying his commanding officer of his decision by overtime/compensatory form provided by the Village at the completion of the time worked. If such option is not exercised as above provided the employee will receive paid overtime compensation. An employee may accumulate three hundred (300) hours of compensatory time which may be carried over from year to year.

E. Employees may cash in any number of hours in excess of eighty (80) of their accumulated compensatory time on fifteen (15) days notice to the Village.

F. Where an employee performs four (4) or more consecutive hours of overtime duty, and such overtime duty is immediately preceded by or followed by a regular tour of duty, the employee shall be entitled to a meal allowance of ten (10) dollars (\$10.00).

G. The Village shall adopt a twenty-eight (28) day work period in accordance with Section 7(k) of the Fair Labor Standards Act, 29 U.S.C. § 207(k).

ARTICLE 7 – WAGES

A. During the term of this Agreement, the basic annual salary schedule for employees shall be as follows:

<u>Police Officer</u>	<u>6/1/02</u>	<u>6/1/03</u>	<u>6/1/04</u>	<u>Period of Service</u>
1	\$ 44,085	45,959	47,912	Starting
2	\$ 71,274	74,303	77,461	One Year
3	\$ 77,658	80,959	84,399	Two Years
4	\$ 84,170	87,747	91,476	Three Years
5	\$ 88,662	92,430	96,358	Four Years
Sergeant	\$105,567	110,054	114,731	

B. The basic annual salary for employees hired on or after June 1, 1999 shall be as follows:

<u>Police Officer</u>	<u>6/1/02</u>	<u>6/1/03</u>	<u>6/1/04</u>	<u>Period of Service</u>
1	\$ 44,085	45,959	47,912	Starting
2	\$ 57,680	60,131	62,687	One Year

3	\$ 71,274	74,303	77,461	Two Years
4	\$ 77,658	80,959	84,399	Three Years
5	\$ 84,170	87,747	91,476	Four Years
6	\$ 88,662	92,430	96,358	Five Years
Sergeant	\$105,567	110,054	114,731	

C. Longevity Increases. Each employee's basic annual salary of each employee shall be increased by fourteen hundred dollars (\$1,400.) after five (5) years of completed service, by an additional eleven hundred dollars (\$1,100.) after ten (10) years of completed service and by an additional twelve hundred dollars (\$1,200.) after fifteen (15) years of completed service, for a total of thirty-seven hundred dollars (\$3,700.) after fifteen (15) years of completed service. Each employee's basic annual salary shall be further increased by a sum equal to three hundred fifty dollars (\$350.) multiplied by the number of years of completed service between sixteen (16) years and twenty-five (25) years for a total of seventy-two hundred dollars (\$7,200) after twenty-five (25) years of completed service. Thereafter each employee's basic annual salary shall be further increased by a sum equal to two hundred and fifty dollars (\$250.) multiplied by the number of years of completed service beyond twenty-five (25) years. Years of completed service shall include only time served as a member of the Police Department of the Village on a full-time pay status.

D. The basic annual salary shall be paid in twenty-six (26) equal installments (or as equal as may be practical) on a bi-weekly basis.

E. One day's basic salary shall be equal to 1/232 of the employee's basic annual salary, as provided for in Section A or Section B above, and one hour's basic salary for an employee shall be equal to 1/1856 of said basic annual salary.

F. Retroactive payments due employees pursuant to this Agreement shall be paid within thirty (30) days after the date of this Agreement.

G. All payments provided for in this Agreement shall be by check. The payment checks shall be accompanied by slips or stubs which shall detail the gross compensation for the period involved together with the various deductions. The checks shall be available for distribution by 8:00 A.M. of the day on which they are due.

ARTICLE 8 – NIGHT DIFFERENTIAL

A. Employees shall receive an additional 10% to their basic hourly rate for all hours worked between the hours of 3:00 p.m. and 7:00 a.m.

B. Employees on authorized leave of absence with pay shall receive night differential for tours between the hours of 3:00 P.M. and 7:00 A.M. which they had been scheduled to work during the period of leave of absence.

C. The Village shall incur no additional obligation to any employee who works on a night tour as a result of a mutual swap.

D. Payments for night differential shall be made to employees in their bi-weekly paycheck.

ARTICLE 9 – HOLIDAYS

A. In addition to the wages set forth in Article 5, each employee shall be paid for each of the fourteen holidays listed below on the basis of eight hours straight time for each holiday:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Easter Sunday
Memorial Day
Flag Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans' Day
Thanksgiving Day
Christmas Day

B. An employee who works on a holiday will be compensated an additional ½ hour of pay at straight time for every hour worked on the "holiday," which is the period of time between 0001 hrs. to 2400 hrs. on the actual day

observed. Time and three quarters shall be paid for each hour worked after the first twelve (12) hours on the actual day observed.

C. Holiday Pay shall be paid in the bi-weekly paycheck following said holiday worked. The paid holiday for Washington's Birthday shall be February 22 of each year. The paid holiday for Columbus Day shall be on the Monday observed of each year.

ARTICLE 10 – RECALL AND STANDBY

A. Recall is a communication by the employee's Commanding Officer to him while off-duty directing him to proceed immediately to engage in work or to report for such work at a designated time other than during his scheduled duty time.

B. Any time credited on a recall shall be compensated on the same basis as overtime (See Article 6).

C. An employee who is called to court shall be credited with a minimum of four (4) hours of duty time commencing with his appearance at the court. If court recall is canceled less than twenty-four (24) hours before the time set for the designated appearance, the employee shall have the option of reporting for duty for a minimum of four (4) hours starting with the time scheduled for the court appearance. The option of reporting for duty must be exercised by the employee at the time he is notified that his court appearance has been canceled.

D. An employee who is otherwise recalled to duty shall be credited with a minimum of four (4) hours of duty time commencing with his arrival at police headquarters provided he is actually placed on duty. The minimum of four (4) hours duty time shall be reduced to two (2) hours of duty time when the recall is prior to two (2) hours of a scheduled tour. If he is not actually placed on duty, he shall be credited with a minimum of two (2) hours of duty time.

E. Employees who are recalled to duty shall receive a mileage allowance equal to thirty-five (0.35) cents per mile multiplied by the number of miles that the employee's home is distant from the place he is ordered to report to duty multiplied by two (2). In no event, however, shall the above referred to provisions for mileage allowance apply where the recall requires the employee to

report for duty at the Village Hall and the recall duty is immediately followed by a regular tour of duty.

F. Standby: An employee who is ordered to be on standby shall be paid at the rate of two (2) hours of duty time (not overtime) for every eight (8) hours he actually remains on standby. For purposes of this subdivision, standby is the time that an employee is not actually on duty but is continuously available to report to duty within one (1) hour of receiving notification and the employee is required to insure his availability by furnishing his Commanding Officer a place where he may be so notified. For purposes of standby no employee shall be required to stay at home.

ARTICLE 11 – TRAVEL TIME

A. An employee who is recalled to court shall be credited with time consisting of one (1) hour for traveling to police headquarters and one (1) hour for the return trip after being relieved from duty on the court recall.

B. An employee who is recalled to duty, other than court, shall be credited with travel time consisting of one (1) hour for traveling to police headquarters and one (1) hour for the return trip after being relieved of duty provided that such recall duty time is not immediately followed by a regular tour of duty.

ARTICLE 12 – PERSONAL DAYS

During each contract year, each employee shall receive four (4) personal days. Said personal days may be accumulated, but not more than seven (7) days leave may be carried over from one contract year to another. These days may be converted to ½ days at the discretion the Commissioner of Police.

ARTICLE 13 – VACATION

A. Employees shall receive vacation on a working day basis after the following years of continuous completed service:

<u>Years of Service</u>	<u>Vacation Days</u>
After 1 year of service	10 days

After 2 years of service	12 days
After 3 years of service	13 days
After 5 years of service	18 days

B. Vacation time may be taken as a single span of working days or divided into two separate segments. A maximum of ten (10) employees per year may divide their vacation time to which they are entitled into three (3) separate segments.

C. Employees may apply to the Commissioner in writing for permission to take four (4) individual vacation days. The granting of such request shall be within the complete discretion of the Police Commissioner and the best interests of the Department, as s/he views them, shall be the determining factor, not the needs or desires of the employee applying. In the context of the foregoing, the Commissioner may, in considering conflicting requests or availability of dates, give a preference based upon the basis of rank and seniority of the employee.

D. Choice of the number of vacation segments and the dates of the vacation shall be approved on the basis of seniority. However, employees choosing a three-segment vacation may not submit their choices for the third segment until all

those employees who choose undivided or two-segment vacations have had their vacation dates approved.

E. An employee on vacation who becomes hospitalized may choose to have such time spent in the hospital charged as sick leave, and the balance of the employee's vacation shall be rescheduled at the Village's convenience.

F. Effective on January 1 of the year in which the employee is retiring the employee shall receive the entire vacation entitlement and be paid for the time not used.

ARTICLE 14 – CLOTHING ALLOWANCE

A. The Village shall supply all uniforms, leather goods and miscellaneous equipment that are required to be utilized by employees.

B. The Village shall provide for the reasonable cleaning of all shirts, slacks, jackets and such other clothing the Village requires to be worn by employees.

ARTICLE 15 – SICK LEAVE

A. Each employee shall be allowed up to two hundred and eight (208) hours of absence per fiscal year without reduction in pay provided such absence is due to the illness of the employee. Notwithstanding the foregoing, each employee shall be allowed to use up to 48 hours per fiscal year to care for a sick member of his/her immediate family.

B. Sick leave days shall be granted and deducted on a working day basis. Employees may accumulate unused sick leave days without limitation.

C. If an employee reports to duty and leaves during his/her scheduled tour, only the hours that the employee is absent shall be charged against his/her sick leave, and an employee will not have this time charged against the four (4) month accumulation outlined in Section E provided it happens only once in a four-month period.

D. Sick leave days for each fiscal year shall be credited to each employee's account on the first day of the fiscal year. In the event an employee

dies, retires, or otherwise terminates his employment during the fiscal year, sick leave days shall be deducted from his account at the rate of two and one sixth (2-1/6) days for each month left in the fiscal year after the date of his death or the effective date on which his services are terminated. In no event, however, shall an employee be required to make up any deficiency which may appear in his account of that year by virtue of such deductions.

E. Bonus.

(1) Employees will receive eight (8) hours compensatory time for any four (4) month period after June 1, 1984 where the employee does not use any sick leave during such four (4) month period.

(2) Any time out due to an on-the-job injury shall not be included in the calculating the four (4) month period to earn compensatory time; nor shall it be considered sick time so as to cause a break in the four (4) month period. It is further agreed that nothing in this Article affects the Village's right to require a medical examination pursuant to the provisions of Section 207-c of the General Municipal Law.

F. Sick Leave Usage. In the event that, and only so long as, an Officer has more than nine (9) sick leave occurrences during a rolling twelve-month period, s/he shall lose eligibility for Master List overtime (although s/he shall remain subject to involuntary overtime assignments to the same extent as Officers who have not lost such eligibility), and s/he shall not be permitted to swap tours. Line of duty and/or catastrophic illnesses or injuries are excluded.

ARTICLE 16 – FRINGE BENEFITS DURING CERTAIN PERIODS OF DISABILITY PURSUANT TO GML § 207-c

A. Benefit Eligibility.

(1) During the full period of absence pursuant to General Municipal Law ' 207-c ("GML ' 207-c"), the unit member will receive the following benefits:

Article 7	-	Salary and Longevity
Article 17	-	Health insurance coverage that the unit member had (family or individual) as of the date the

207-c leave commenced, on the same terms as it is provided to active unit members

(2) During the first 365 calendar days of absence pursuant to General Municipal Law ' 207-c because of a job-related disability, whether or not such days are continuous, the unit member will receive the following benefit in addition to those listed in (1) above:

Article 15 - Sick Leave (less average sick leave use during the previous two years)

B. Procedures

The following procedures shall apply. A failure to comply with these procedures may result in the denial of benefits.

(1) Definitions

(a) GML ' 207-c - The provision of the General Municipal Law which provides full salary and medical expenses to a unit member who is determined by a municipality to have sustained an injury or sickness in the performance of his/her duties.

(b) Commissioner shall mean the Commissioner of Police or any individual designated by him/her.

(c) Applicant - Any police officer or sergeant making application for benefits under GML ' 207-c.

(d) Light Duty - Such duty as is determined by the Commissioner to be performable by unit members with some degree of disability.

(2) Application for Benefits

(a) No application for disability benefits shall be considered unless a written incident report has been filed with the Commissioner within forty-eight (48) hours of the incident which gave rise to the disability.

(b) The application for disability benefits may be made by the applicant or by some person acting on behalf of and authorized by the

applicant. The failure to submit an incident report within the forty-eight (48) hour time limit may be excused by the Commissioner in appropriate cases, including instances where the alleged disability prevented the applicant from filing the report.

(c) The application for benefits will be made on a form provided by the Department and must be submitted to the Commissioner's office within ten (10) days of the date of the incident which gave rise to the claimed disability. The application must set forth fully: (i) the time and place where such injury occurred; (ii) a detailed statement of the facts and circumstances which led to the claimed disability; (iii) the nature and extent of the applicant's injury including reports from all doctors or other medical personnel by whom the applicant was examined or treated; (iv) the alleged incapacity suffered by the applicant; (v) the names of any witnesses to the incident which gave rise to the claimed disability.

(d) The Commissioner shall have exclusive authority to determine all applications for benefits. He shall review each application and have full authority to: (i) require the applicant to submit to medical tests and examinations; (ii) require sworn statements from the applicant and all witnesses; (iii) require the production of all books, records and reports pertaining to the injury from the applicant or any physician or medical personnel or other individual having custody of said records.

(e) Pending the determination of an application for benefits, an applicant who is unable to report to work may use all accumulated leave credits.

(3) Determinations. A determination shall be made by the Commissioner within thirty (30) days of the date of receipt of the application. If the Commissioner does not make a determination within thirty (30) days, the application shall be deemed to be denied. Upon a determination of entitlement to disability benefits, all leave credits which were deducted as a result of time missed, which are determined to have resulted from the injury, will be re-credited to the unit member.

(a) A unit member determined to be entitled to disability benefits will advise the Commissioner in writing of any change in his or her status; *e.g.*, any improvement in physical or mental condition during the disability. Such reports must be filed any time there is a change in status but must be filed at least

on a monthly basis even if there is no change in status. The report will state: (i) the status of the injury; (ii) the name of any doctor or other medical personnel who examined or treated the unit member during that period; (iii) the treatment prescribed; (iv) the estimated length of the recovery period; (v) whether the unit member is capable of performing any work for the Department despite his/her injury.

(b) A unit member receiving GML ' 207-c benefits will submit to such medical examinations as are required by the Commissioner. Upon receipt of a medical report certifying that the unit member may perform full duty or light duty, the unit member will return to duty if so ordered by the Commissioner. A unit member who refuses to return to work after certification of fitness for duty may forfeit any right to GML ' 207-c benefits in accordance with the procedures set forth in Section (4) below and may be subject to discipline.

(4) Review of Determinations

If the Commissioner determines that unit member is no longer entitled to disability benefits, or that s/he is fit to return to full duty or light duty status, the Association may refer the matter to arbitration in accordance with Article 33 of this Agreement. The exclusive method for appeal if the Commissioner denies an application for disability benefits shall be Article 78 of the New York Civil Practice Law and Rules, and that determination may not be grieved or arbitrated pursuant to the provisions of this Agreement.

(5) Payment for Medical Services. No bills or claims for medical services rendered pursuant to GML ' 207-c shall be paid unless the following procedure is complied with:

(a) Except in the case of an emergency, a unit member receiving disability benefits shall obtain prior permission from the Police Surgeon before incurring any expense for medical services alleged to be related to the disability. In the event of an emergency, the Commissioner shall be notified within twenty-four (24) hours of the time the unit member received treatment.

(b) On each bill or claim for medical services the person or persons rendering such services shall certify thereon that the services rendered were required as a consequence of the disability related incident.

C. General Provisions

(1) Unit members receiving benefits under GML ' 207-c shall refrain from any activity which is inconsistent with their disabled status. Unit members receiving disability benefits will not engage in outside employment; provided, however, that unit members shall not be required to resign from employment in which they were engaged prior to receiving disability benefits and that is not inconsistent with their disabled status.

(2) Unit members receiving GML ' 207-c benefits will take all reasonable steps to return to work as soon as they are able to do so. This includes compliance with all treatment prescribed by medical personnel.

(3) Unit members who fail to comply with the procedures and requirements set forth in this Article may forfeit their rights to disability benefits. Any such forfeiture is subject to review as provided above.

D. Return to Work.

(1) An employee shall not accrue or receive any of such fringe benefits for any period or periods of disability in excess of three hundred and sixty-five (365) calendar days. When an employee (whose period or periods of disability exceeded three hundred and sixty-five (365) calendar days) returns to work, his fringe benefits for the year of his return shall be determined by the following formula:

$$\begin{array}{rcl} \text{Normal fringe benefit} & & 365\text{- number of calendar days of} \\ \text{for year of return} & \times & \underline{\text{disability during YEAR of return}} \\ & & 365 \end{array}$$

= Employee's fringe benefit for YEAR of return. The term YEAR as used above shall be fiscal or calendar depending on basis the normal fringe benefit is calculated.

(2) The fringe benefits to which the above recited provisions apply are night differential, personal days, vacation, and sick leave.

ARTICLE 17 – HEALTH INSURANCE BENEFITS

A. During the term of this Agreement there shall be no diminution in the existing health insurance benefits.

B. If a member retires on or after June 1, 1995 and is not disqualified for participation under the existing health insurance coverage by virtue of other employment, the Village shall pay the full premium for such coverage for the life of the employee and spouse, except as otherwise provided in Paragraph E. The retired member must duly attest on a yearly basis that he is not receiving such coverage by virtue of other employment. Retirees shall have the same plan of benefits as active employees provided that the cost shall be no greater than for active employees.

C. If an employee, whether active or retired, dies, his widow and children (who would qualify for coverage if the employee were alive) shall continue to participate under existing health insurance plans as though said employee were alive until such widow remarries or dies.

D. At present, the employees are participating in the Empire Plan. An employee may elect to participate in another health insurance plan available to employees of New York State political subdivisions provided that such participation is not more costly to the Village than the present Empire Plan.

E. During the term of the Agreement the Village shall contribute three-twentieths (3/20) of nine hundred dollars (\$900.) -- one hundred and thirty-five dollars (\$135.) per fiscal year -- toward the premium of any health insurance plan covering all employees who retired after June 1, 1986 and prior to May 31, 1995 (Vernaskas, Truss, Moran), and are at least sixty-five (65) years of age. The nature and extent of the plan, the organization providing the coverage, and the administration of benefits shall be the responsibility of the Association.

ARTICLE 18 – DENTAL INSURANCE

The Association may contract with a non-profit membership corporation organized under Article 9-C of the Insurance Law for the purpose of furnishing a dental expense indemnity plan as more particularly provided for in said Article 9-C. Provided such plan is in effect during the term of this Agreement, the Village shall pay the 1999-2000 cost of a member's family plan (\$91.66 per month family/\$22.88 per month individual). The Village shall pay any increase in the 2000-01 cost of such plan provided that increase is not greater than 10% and the

increase in the 2001-02 cost of such plan provided that increase is not greater than 10%. The Village shall pay for the cost of such plan to cover employees who retire after June 1, 1997.

ARTICLE 19 – LIFE INSURANCE

The Village shall contribute three hundred and seventy-five (\$375.) dollars per employee to the Association by June 15th of each year based on the employees as of June 5th of each year for a life insurance group term policy covering the employees.

ARTICLE 20 – OPTICAL PLAN

The Village shall pay \$149.51 per employee toward the cost for the PBA's Optical Plan provided by "Davis Optical."

ARTICLE 21 – TERMINATION PAY

A. Upon separation from service after ten (10) years for any reason or upon the death in service of any employee or upon retirement qualifying for either ordinary or accidental disability under the Retirement and Social Security Law of the State of New York, each employee and his legal representative shall be entitled to receive:

(1) A sum of money equal to thirty-two (32) hours' pay multiplied by the number of years of service in the department such employee has completed prior to June 1, 1976.

(2) A sum of money equal to forty (40) hours' pay multiplied by the number of years of service in the department such employee has completed between June 1, 1976 and May 31, 1991.

(3) A sum of money equal to forty-eight (48) hours' pay multiplied by the number of years of service in the department such employee has completed subsequent to June 1, 1991. In the final year of service, an employee will be credited with eight (8) hours for every two (2) months of service.

(4) A sum of money determined by multiplying the number of hours of accumulated and unused sick leave credited to said employee's account (but not more than 4000 hours, regardless of the number actually accumulated) times fifty (50%) percent.

B. Payment

(1) The aforesaid sums of money due on separation from service shall be paid by the Village in one lump sum within sixty (60) days immediately following the employee's retirement provided the employee gives written notice to the Village of his intention to retire at least ninety (90) days prior to the commencement of the fiscal year in which he retires. If such notice is not given, the lump sum shall be paid within the first sixty (60) days of the fiscal year following the fiscal year in which the employee retires. The employee shall have the option of receiving the sums of money due him on separation in two (2) to six (6) annual installments; the second and subsequent of which shall be paid approximately on the appropriate anniversary of the date the first installment was paid. The employee wishing to receive his separation pay in other than a lump sum

must set forth the number of such installments in his written notice of retirement to the Village.

(2) If the employee selects the installment method of payment, the first installment shall be paid at the same time and under the same conditions and notice requirements as the lump sum would have been treated.

C. Upon separation from service for any reason, an employee or his legal representative shall be entitled to be paid for his accumulated and unused vacation time and accumulated and unused compensatory time.

D. An active employee with over ten (10) years of completed service shall have the right to be paid up to fifty (50%) percent of his/her terminal pay (Termination Days/ Sick Days). The employee may only request such payment once during his/her active service with the Police Department of the Village. In addition, once payment has been made, accruals may not be re-established to their former levels. For example, an Officer who withdraws the dollar value of one hundred and fifty (150) sick days may only accrue another one hundred (100) days for payment purposes. The payment is payable upon timely notice to the Village.

E. No part of the compensation received by an employee pursuant to subsections A(1), A(2) and A(3) Article 21, shall be used for the purposes of computing benefits for said employee pursuant to the Retirement and Social Security Law.

ARTICLE 22 – FUNERAL EXPENSES

The Village shall pay to the legal representative of an employee who dies in the line or performance of duty all reasonable funeral expenses incurred by said legal representative in connection with said employee's funeral. In no event, however, shall the Village's liability for said funeral expenses exceed the sum of twenty-five hundred (\$2,500.) dollars.

ARTICLE 23 – LEAVE FOR DEATH IN FAMILY

A. In the event there is a death in the employee's immediate family, an employee shall be allowed to take up to, but not more than, four (4) consecutive work days leave of absence from duty after the death of the family member without any reduction in pay. In the case of the death of a relative, not in the

immediate family, an employee shall be allowed to take up to, but not more than, one (1) calendar day leave of absence without any reduction of pay for the purpose of attending the burial or funeral service and handling other family matters connected therewith.

B. The term "immediate family" as used herein shall only include: mother, father, spouse, children, brother, sister, mother-in-law, father-in-law, stepchild, stepparent, foster parents, foster children and grandchildren.

C. The term "four (4) consecutive working days" as used herein refers to the first four (4) days occurring after said death on which the employee is scheduled for a duty tour on the duty chart.

D. The term "relative" (not in the immediate family) shall include only grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt and uncle.

E. If vacation or other leave time is also scheduled for or taken by the employee on any of the days the employee is entitled to take as leave under this Article 23, then the number of leave days authorized under this Article 23 shall be shortened by the number of days on which such coincidence occurs.

ARTICLE 24 – EMPLOYEE REPRESENTATIVE

It is hereby deemed in the best interest of the Kings Point Benevolent Association and the Employer, that the officers of the P.B.A. be granted the necessary time to perform the following duties required by his office. The President shall be provided the opportunity to attend the monthly Nassau Police Conference meeting. He shall also be permitted to attend the New York State Police Conference convention, the Metropolitan Police Conference convention and the installation dinner of the Nassau Police Conference. In the event the President is unable to attend the above functions, he shall designate a representative to attend on his behalf. The President, Secretary, and Treasurer shall collectively be allowed up to ten (10) days leave per fiscal year, with pay, for the purpose of permitting them to attend to the duties of their offices. This leave time may not be accumulated from year to year, and the scheduling of it shall be approved in advance by the Chairman of the Board of Police Commissioners after reasonable notice.

ARTICLE 25 – RETIREMENT AND DEATH BENEFITS

The Village shall continue to provide the benefits of Section 375I of the Retirement and Social Security Law for members of the Kings Point Police Department. This commitment is based on a representation by the Association that the Section 375I plan will not result in any greater cost to the Village than it presently incurs under the existing Section 384d plan. In the event the election of the Section 375I plan does result in greater costs, the Village shall have the right to reinstate the Section 384d plan.

ARTICLE 26 – DEATH BENEFITS FOR DEPENDENT FATHERS OR DEPENDENT MOTHERS

The Village shall continue to provide the benefits of Section 208-c of the General Municipal Law providing that in the absence of a surviving child or children under the age of eighteen (18) years, the death benefits authorized by Section 208-b of said law may be paid to the dependent father or dependent mother of a deceased member of the Kings Point Police Department.

ARTICLE 27 – TUITION REIMBURSEMENT PLAN

A. The Village shall reimburse employees for the tuition costs actually incurred by them in undertaking a course or courses of study at a University or college in New York City, Nassau County or Suffolk County during said contract year, subject to the following conditions: (1) the university or college attended must be approved in advance by the Board of Police Commissions; (2) the course or courses of study taken shall be in police science or a related subject and must be approved in advance by the Board of Police Commissioners; (3) the employee must complete each course of study for which he seeks tuition reimbursement; and (4) in no event shall the Village be obligated to reimburse any one employee more than nine hundred (\$900.) dollars per semester with a maximum of \$4,000.00 per year for all employees.

B. Reimbursement shall be made within thirty (30) days after completion of the course of study for which tuition reimbursement is sought upon presentation to the Board of Police Commissioners of evidence of completion of the course of study and of payment of the tuition for which reimbursement is sought.

ARTICLE 28 – COMPENSATION FOR COURT APPEARANCE AFTER TERMINATION

An employee whose services are terminated for any reason, who is thereafter called to testify in or assist in the preparation of a criminal proceeding that he investigated or was involved in as an active member of the Police Department of the Village shall receive eight (8) hours pay for such services. For the purpose of this Article 28, the employee's basic annual salary at the time such services are performed shall be the then prevailing rate for the rank held by the

• June 3, 2003

employee at the time his services with the Village's Police Department were terminated.

ARTICLE 29 – PERFORMANCE OF DUTY OUT OF RANK DESIGNATION

An employee who is assigned to perform the duties of: (A) a higher ranking officer, or (B) a designated position with a higher rate of pay, for a period of six or more hours during any tour of duty, will receive the difference between his regular rate of pay and night differential, if applicable, and that of the position to which he is assigned for such tour of duty. Effective with the publication of the results of the next sergeant's examination assignment of employees to perform duties under (A) or (B) above will be determined by the employee's seniority on the sergeant's list. In the event no employee has passed the sergeant's examination, employees will be assigned to perform the duties under (A) or (B) above by seniority.

ARTICLE 30 – COMPENSATION FOR LOSS OF PERSONAL ITEMS

The Village shall compensate employees for the loss or damage of their personal property normally worn while on duty, or damage to their personal vehicles parked at Headquarters, if such loss or damage occurs while the member is conducting police business while on duty in the Village of Kings Point, provided such loss is not due in any part to the negligence of the employee. Any member seeking compensation as provided herein shall submit a letter of claim to the Board of Police Commissioners. The Board will investigate and approve meritorious claims.

ARTICLE 31 – ANNUITY PLAN

During the term of this Agreement the Village agrees to continue in full force and effect the existing qualified employees' annuity plan.

ARTICLE 32 – GRIEVANCE PROCEDURE

A. A grievance shall be defined as a dispute arising out of the interpretation, application, performance or construction of the terms of this agreement or any alleged breach thereof including matters of discipline. An employee or his duly accredited representative shall have the right to present a grievance to the employer free from interference, coercion, restraint, discrimination or reprisal in the following manner:

Step 1. Within thirty work days after a grievance occurs or an employee should have known it occurred, an employee shall present it in writing to the Police Commissioner or it will be barred. The Police Commissioner shall discuss the grievance with the employee and PBA representative and make such investigation as he deems appropriate. Within ten work days after presentation of the grievance, the Police Commissioner shall give his answer in writing to the employee and PBA representative.

Step 2. If the grievance is not settled in Step 1, the grievance may, within fifteen (15) work days after the answer in Step 1, be presented in a written statement signed by the employee to the Board of Police Commissioners. The statement shall set forth the nature of the grievance and the facts relating to it. The Board of Police Commissioners shall discuss the grievance with the employee and the PBA representative, if any, and shall make such investigation as he deems appropriate. Within fifteen (15) work days after receiving the grievance, the Board of Police Commissioners shall give a written answer to the employee and PBA representative.

B. Any disposition of a grievance from which no appeal is taken within the time limits specified shall be deemed barred. Failure on the part of the Village to answer a grievance at any step shall not be deemed acquiescence thereto and the employee may proceed to the next step.

C. The Village may present a grievance by notice in writing sent to the Association at the address stated herein or delivered personally to the President of the Association. The Association shall respond to the Village grievance within ten (10) work days after receiving it.

ARTICLE 33 – ARBITRATION

A. A grievance which has not been resolved within fifteen (15) work days after completion of Step 2 of the grievance procedure, may be referred to arbitration by the Association or the Village. The arbitration shall be conducted by the American Arbitration Association under its voluntary labor arbitration rules.

B. The expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

C. The award of the arbitrator shall be final and binding upon the Village, the Association, and the employees.

D. The arbitrator shall have jurisdiction only over disputes arising out of grievances and shall have no power to add to, subtract from or modify in any way any terms of this Agreement.

E. Any disposition or a grievance which is not referred to arbitration within the time limit specified shall be deemed barred.

F. This grievance and arbitration procedure shall take the place of the grievance procedure provided under Article XVI of the General Municipal Law and the disciplinary procedures provided in Section 75 of the Civil Service Law or in any other law.

ARTICLE 34 – DISCIPLINE

A. The Village has the right to discipline employees for just cause by reprimand, fines, loss of vacation or personal days, suspension without pay, demotion or dismissal. Employees who have not completed twelve months service may be disciplined or discharged by the Village in its sole discretion without recourse to the grievance and arbitration provisions of this agreement.

B. The arbitrator is any arbitration involving disciplinary matters has the power to restore to the employee any fine or benefit taken away, reinstate any discharged employee with back pay or remove any written reprimand in the event he finds the discipline imposed was not for just cause.

ARTICLE 35 – DISPATCHERS

The Village shall have the right to utilize the services of dispatchers without restrictions.

ARTICLE 36 – PRINTING AGREEMENT

The Village shall, at its own expense, provide every existing and new member of the negotiating unit a copy of this Agreement.

June 3, 2003

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement the day and year first above written.

INCORPORATED VILLAGE OF KINGS POINT

BY: _____

Michael C. Kalnick, Mayor

Attest: _____

KINGS POINT PATROLMEN'S BENEVOLENT
ASSOCIATION

BY: _____

Jeffrey Russo, President

Attest: _____

June 3, 2003

I HEREBY AFFIRM THAT I

(NAME)

(RANK)

DO/DO NOT ENGAGE IN OUTSIDE EMPLOYMENT.

DESCRIBE AND GIVE DETAILS ON ANY OUTSIDE EMPLOYMENT:

I UNDERSTAND THAT IF THERE ARE ANY CHANGES IN MY OUTSIDE
EMPLOYMENT STATUS, I AM REQUIRED TO SUBMIT, IN WRITING TO
THE COMMISSIONER OF POLICE, THE DETAILS OF SUCH CHANGE.

SIGNATURE

DATED: _____